

EXHIBIT A - REGIONAL DESIGN GUIDELINES

HRSD and the Hampton Roads Localities agree to develop a Regional Wet Weather Management Plan that will define improvements in the Localities' and HRSD's systems necessary to manage peak wet weather flows. The design capacity and system performance data required to develop the Wet Weather Management Plan (flow monitoring, SCADA data, system mapping, calibrated hydraulic models, etc.) will be developed through fulfillment of the consent order requirements in accordance with mutually agreed upon regional standards. The Regional Wet Weather Management Plan will analyze system performance for existing and future peak flows under a range of hydrologic conditions, define improvements necessary to achieve mutually acceptable level of service and establish an implementation schedule for constructing those improvements. It is anticipated that completing the improvements is a long-term endeavor.

In the interim, as part of the consent order obligations, HRSD and the Localities will be conducting sewer system evaluations in their individual systems to identify and characterize sources of infiltration and inflow (I/I). This inspection work will be information based utilizing system performance data to focus on those areas that contribute the most extraneous flow. The results of the inspection program will be used to develop and implement prioritized rehabilitation plans focused on reducing peak flows. Corrective actions will include short term, high gain activities (i.e., removal of areas drains, installing manhole inserts and clean out caps, minor point repairs), where appropriate, to reduce inflow. Other more substantial rehabilitation efforts (such as pipe replacement or lining) will be implemented in accordance with a schedule to be determined as an output of the consent order.

Until the Regional Wet Weather Management Plan is complete, design of any new or enhanced major sewer infrastructure (i.e., regional pump stations, major interceptors, etc.) must anticipate the future performance standards that will result from the outputs of the consent order. HRSD agrees to revisit its design standard for interceptors that may be designed and constructed prior to the Regional Wet Weather Management Plan.

The regional design standards will be based on the following assumptions:

- Peak hourly residential wastewater flow of 250 gallons per capita per day at an assumed 3.1 persons per household, or 775 gallons per residential unit per day; plus
- Peak hourly commercial/industrial wastewater flow will be based on actual flow if available or 3 times the average projected water consumption if not available
- The relationship of peak water consumption and peak wastewater is assumed to be: 3 X water consumption = 2.5 X wastewater flow

HRSD, the Hampton Roads Localities and DEQ agree to adopt these standards for design.

EXHIBIT B - REGIONAL SANITARY SEWER SYSTEM OPERATING GUIDELINES

1. Introduction

- a. HRSD interceptor systems, HRSD treatment plants, and locality wastewater systems are interdependent and must be designed and operated as a system using similar design and operating guidelines to provide efficient cost effective and reliable service. This document details the operating guidelines for the Regional Sanitary Sewer System.
- b. These operating guidelines are intended to be practical, prudent and based on the needs of all components of the Regional Sanitary Sewer System.
- c. These Operating Guidelines are in accordance with the Sewage Collection and Treatment (SCAT) Regulations established by the Department of Environmental Quality.
- d. A cooperative and coordinated effort among HRSD and the Localities involving the sharing of information and collective decision making on matters that extend beyond the respective individual systems will help ensure the Regional Sanitary Sewer System will provide the needed wastewater services cost effectively and that water quality is protected.

2. Operating Flow

- a. Facilities designed and constructed in accordance with the Regional Design Guidelines are not intended to be used for the transport of high levels of I/I.
- b. The difference between the operating flow (3 times water consumption) and the design flow is capacity intended for growth and buffer. This buffer will enable portions of the HRSD system to accommodate some level of I/I without having overflows while the responsible locality is working to decrease the amount of I/I. This buffer will also allow time for HRSD to construct additional capacity if needed.
- c. When actual measured peak hourly flows at HRSD Master Meter sites exceed Operating Flow during a 10-year peak flow recurrence event, HRSD will evaluate its sanitary sewer capacity based on the Regional Design Guidelines. When actual measured peak hourly flows at HRSD Master Meter sites or at locality meter sites exceed the Regional Design Guidelines for hydraulic capacity, HRSD along with the affected localities will evaluate their systems. In both cases, HRSD and the affected localities will jointly determine the appropriate course of action.

3. Operating Pressure

- a. The HRSD pressure policy is one criterion for the design and operation of regional sanitary sewer system facilities. The HRSD pressure policy is based in part on the operating elevation of the treatment plants. The operating elevation is described in the

Exhibit B - Regional Sanitary Sewer System Operating Guidelines

Development Plan (Section 5-Interceptor System Policies, Paragraph 5.2-Sizing of Facilities) as the centerline elevation of a plant influent pressure reducing station suction line plus ten feet or the maximum design water surface elevation of a treatment plant as appropriate. (*Development Plan 2000*, HRSD, 2003.) This elevation plus 65 feet then determines the maximum energy gradeline for each plant system.

- b. The HRSD pressure policy provides a standard for the maximum pressure conditions to be expected in the HRSD interceptor systems. The actual operating pressures in the interceptor systems under most circumstances will be lower than indicated by the HRSD pressure policy due to low flow conditions, lack of future planned growth, diurnal flow variations, operation of other pump stations along common force mains, and/or operation of pressure reducing stations. However, operating pressures may increase to the level indicated by the HRSD pressure policy due to peak flow conditions, growth, flow diversions, and/or changes in operation of intermediate pressure reducing stations.
- c. The HRSD operating pressure may present design and operating challenges for localities due to the varying pressure conditions between low flow and peak flow conditions. HRSD will operate its Pressure Reducing Stations (PRSSs) in a variable speed mode to help maintain pressures within as uniform a band as possible. Changes to operations in the HRSD system shall be coordinated with the affected localities. The Regional Sanitary Sewer System shall be designed to be easily modified over time as required to meet changing pressure conditions.
- d. The HRSD pressure policy is dependant upon proper coordination between the localities and HRSD operations. Recognizing that additional flows within the Regional Sanitary Sewer System will increase pressures, pump station modifications should be coordinated with HRSD and all affected localities.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into and is effective on this ~~20th~~ day of JUNE, 2007, by and among the Hampton Roads Sanitation District ("HRSD"); the cities of Chesapeake, Hampton, Newport News, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg; the Town of Smithfield; and the counties of Gloucester, Isle of Wight, and York; and the James City Service Authority (each a "Locality" and collectively, the "Localities"); and the Hampton Roads Planning District Commission ("HRPDC").

WHEREAS, HRSD provides wastewater transmission and treatment services for the Localities.

WHEREAS, the Localities individually own and operate sanitary sewer collection systems, which collect sewage within their individual jurisdictional boundaries and deliver it to the HRSD sewer system for treatment.

WHEREAS, although individually owned and operated, these sewage collection and treatment systems are physically interconnected at numerous locations to form a regional system serving a population of over 1.6 million.

WHEREAS, the cities, counties and towns of the Hampton Roads region have established the HRPDC pursuant to Section 15.2-4200 of the Code of Virginia. Among its responsibilities, the HRPDC is charged with regional planning and coordination among the Localities. At the request of the Localities, the HRPDC is facilitating and coordinating discussions among HRSD and the Localities related to the collection and treatment of sewage.

WHEREAS, due to pipe breaks, electrical outages, wet weather events, insufficient capacity in the collection, interceptor and treatment systems, and other factors, untreated sewage is, on occasion, discharged from various locations in the HRSD sewer system and the individual sanitary sewer collection systems of the Localities.

WHEREAS, for many years, HRSD and the Localities have worked diligently and spent tens of millions of dollars testing and making repairs and improvements to their respective systems to minimize, and, where possible, prevent discharges of untreated sewage. These efforts notwithstanding, however, discharges of untreated sewage occasionally occur from the HRSD sewer system and from the individual sanitary sewer collection systems of the Localities. Accordingly, HRSD and the Localities have agreed to expand their efforts to include measures that are designed to address both the regional and individual sanitary sewer collection system capacity and performance conditions that continue to cause or contribute to discharges of untreated sewage.

WHEREAS, HRSD and the Localities have agreed to a two-phased initiative to address these matters. The first phase is principally a data collection, evaluation and plan development program that consists of both regional and individual elements. The regional element will require the use of uniform standards to identify the infrastructure projects needed to provide the collection system, interceptor system and treatment capacity required to cost-effectively manage peak wet weather flows throughout the Regional Sanitary Sewer System. The individual element is designed to identify, characterize, and cost-effectively address conditions that cause or contribute to discharges of untreated sewage. This element is also intended to provide for system repairs that require prompt attention. This first phase will be reflected in a special order by consent to be issued by the State Water Control Board ("Board") to HRSD and, with the exception of Norfolk, the Localities ("Regional Order").

WHEREAS, the second phase of the initiative will provide for the implementation of long-term capacity enhancement and sewer rehabilitation plans, including construction of the regional infrastructure projects and individual system improvements identified in the first phase.

WHEREAS, the City of Norfolk ("Norfolk") and HRSD have together already entered into two successive special orders by consent ("Norfolk/HRSD Orders") with the Board. Pursuant to the Norfolk/HRSD Orders, Norfolk has already completed much of the work associated with the individual element of the first phase described above and is now implementing its individual capital improvements and operational measures that are contemplated as part of the second phase described above. Although Norfolk and HRSD anticipate completing their respective individual elements of the initiative pursuant to the Norfolk/HRSD Orders, they will be participating in the regional element of both the first and second phases of the initiative.

WHEREAS, the City of Hampton ("Hampton") and HRSD have already entered into a special order by consent ("Hampton/HRSD Order") with the Board pursuant to which Hampton and HRSD have already completed a portion of the work associated with the individual elements of the first phase described above. Hampton and HRSD anticipate that their respective uncompleted individual elements called for under the Hampton/HRSD Order will be merged into the Regional Order, that the Hampton/HRSD Order will be terminated at the time the Regional Order is issued, and that any such respective uncompleted individual elements merged into the Regional Order and also their respective regional elements of the first and second phases of the initiative will be completed pursuant to the Regional Order.

WHEREAS, to facilitate a coordinated regional approach to the operation and maintenance of their individual systems and to establish a consistent and uniform framework for identifying and implementing regional and individual

system improvements, HRSD and the Localities have developed Regional Technical Standards, which are attached to this Agreement as Attachment A.

WHEREAS, HRSD and the Localities also understand and agree that the work and activities required to minimize the potential for discharges of untreated sewage can be efficiently implemented to achieve the most cost-effective solutions only through a coordinated effort involving the sharing of information and a cooperative approach to decision making on matters that extend beyond their individual systems.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, HRSD and the Localities (each a "Utility" and collectively "the Utilities") and the HRPDC do hereby agree to enter into this Agreement for the purpose of defining the roles, responsibilities, and obligations of the Utilities and HRPDC; establishing procedures for the sharing of data and information between and among the Utilities providing for compliance with the Regional Technical Standards; and establishing procedures to be followed by the Utilities to request modifications to the Regional Order and the Regional Technical Standards; and for resolving disputes between and among the Utilities related to the matters addressed herein.

A. DEFINITIONS

"Board" means the State Water Control Board, a permanent citizens body of the Commonwealth of Virginia as described in Virginia Code §§ 62.1-44.7 and 10.1-1184.

"Committee" means the HRPDC Directors of Utilities Committee, the membership of which consists of the utility department directors (or their designees) for all the Localities and the General Manager of HRSD (or his or her designee).

"Current Norfolk/HRSD Order" means the special order by consent dated March 17, 2005 by and among the Board, the City of Norfolk, and HRSD.

"DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Virginia Code §10.1-1183.

"EPA" means the United States Environmental Protection Agency.

"Hampton/HRSD Order" means the special order by consent dated October 15, 2002 by and among the Board, the City of Hampton, and HRSD.

"Norfolk/HRSD Orders" means the special orders by consent dated December 17, 2001 and March 17, 2005 by and among the Board, the City of Norfolk, and HRSD.

"Party" or "Parties" means one or more signatories to this Agreement.

"Regional Order" means the special order by consent dated____, 2007 by and among the Board and the Utilities.

"Regional Sanitary Sewer System" means the collective sanitary sewer systems owned and operated by the Localities, as well as the HRSD sanitary sewer system including gravity sewer lines, manholes, pump stations, lift stations, pressure reducing stations, force mains, wastewater treatment plants, and all associated appurtenances.

"Regional Technical Standards" means the standards developed and agreed to by HRSD and the Localities to facilitate a coordinated regional approach to the operation and maintenance of their individual systems and to establish a consistent and uniform framework for identifying and implementing regional and individual system improvements. The Regional Technical Standards consist of the following: (1) regional design guidelines, (2) sewer system evaluation studies (SSES), (3) data collection and flow monitoring, (4) hydraulic modeling and performance assessment, (5) regional operating guidelines, (6) sewer system condition assessment, (7) rehabilitation planning, and (8) other technical requirements.

B. STATEMENT OF PRINCIPLES

This Agreement is based upon the following principles:

1. While the Utilities are individually responsible for operating, maintaining, and improving their respective systems, they have a shared responsibility and mutual interest in ensuring that their individual systems function effectively and efficiently as an integral part of a larger regional system.
2. A cooperative and coordinated effort among the Utilities involving, among other things, the sharing of data and information, development and implementation of regional technical standards and collective decision-making on matters that extend beyond respective individual systems, will help to ensure that the region's sewage collection and treatment needs are served cost effectively and that water quality is protected.
3. Each of the Utilities should operate, maintain, expand, and improve their individual systems with the objective of providing efficient and cost-effective service to their respective residents and ratepayers while not adversely affecting the service provided by or to any other Utility.
4. The cost of identifying and implementing the regional system enhancements required to improve system performance and thereby reduce the

occurrence of un-permitted discharges should be shared equitably among the Utilities and shall be minimized to the degree practicable for the overall lowest cost to the ratepayers of the region.

5. In the interest of regional cooperation, the Utilities should seek to resolve their differences through dispute resolution before resorting to administrative or judicial remedies.

C. ROLES AND RESPONSIBILITIES

In addition to such other obligations as may be established in this Agreement, the Parties shall have the following roles and responsibilities:

1. HRPDC. The HRPDC will (a) provide, as needed, staffing coordination support for the Committee related to Committee functions, including related subcommittees and workgroups, set forth herein, including but not limited to arranging and conducting periodic meetings of the Committee to review and discuss status of the work and activities required by the Regional Order and related issues, (b) serve to coordinate the making and delivery of notices among the Utilities as set forth herein, and (c) select any mediators needed to facilitate dispute resolution under this Agreement.

2. HRPDC Directors of Utilities Committee. The Committee will coordinate and facilitate the multi-jurisdictional related work and activities required by the Regional Order and organize subcommittees or work groups as may be needed to address and resolve issues. The Counties of Southampton and Surry and the Cities of Franklin and Norfolk are members of the Committee, but are not parties to the Regional Order or this Agreement. Therefore, they have no rights or responsibilities under this Agreement.

3. HRSD. HRSD will maintain active participation in the Committee's activities pursuant to this Agreement; maintain and make available to the Committee or the Localities and HRPDC such data, information, or notifications as they may need to fulfill their responsibilities and obligations under the Regional Order and this Agreement; consult with the Localities in the preparation of the plan and schedule for the installation of flow and pressure meters and rainfall gauges required by subparagraph 1(a) of Appendix A of the Regional Order; assist the Localities in the performance of their individual SSESs; and cooperate with the Localities in the development of the Regional Wet Weather Management Plan required by the Regional Order.

4. Localities. Each Locality will maintain active participation in the Committee's activities pursuant to this Agreement; maintain and make available to the Committee, HRSD, other Localities and HRPDC such data, information, or notifications as they may need to fulfill their responsibilities and obligations under the Regional Order and this Agreement; consult with HRSD and the other

Localities in the preparation of the plan and schedule for the installation of flow and pressure meters and rainfall gauges required by subparagraph 1(a) of Appendix A of the Regional Order; and cooperate with HRSD and the other Localities in the development of the Regional Wet Weather Management Plan required by the Regional Order.

D. COMPLIANCE WITH REGIONAL TECHNICAL STANDARDS AND DEVELOPMENT AND IMPLEMENTATION OF REGIONAL WET WEATHER MANAGEMENT PLAN

Each Utility agrees to:

1. Comply with the Regional Technical Standards, which are attached as Attachment A (Attachment 1 to the Regional Order) and hereby incorporated into this Agreement.

2. In cooperation with the other Utilities, jointly develop, and on or before December 31, 2013 (or such other date as may be approved by the Board or the DEQ) submit to the DEQ for approval, a final Regional Wet Weather Management Plan as described in Section D.3 of the Regional Order. In conjunction therewith, HRSD will perform those tasks listed in Paragraphs 1 and 2 of Appendix A of the Regional Order, and each Locality will perform those tasks listed in paragraphs 4 and 5 of its respective Appendix of the Regional Order.

3. Upon approval of the Regional Wet Weather Management Plan by the DEQ and all of the Utilities, comply with the Regional Wet Weather Management Plan.

E. PROPOSED MODIFICATIONS TO THE REGIONAL ORDER AND THE REGIONAL TECHNICAL STANDARDS

1. Proposed Modifications to Section D.3 and D.4 of the Regional Order.

(a) Any Utility wishing to modify either Section D.3 or Section D.4 of the Regional Order will give at least 30 days prior written notice of the proposed modification to the other Utilities pursuant to the notice procedures of Section G.6 below before requesting the Board or DEQ to make such modification. Such notice shall describe the proposed modification and the basis and justification for such modification.

(b) Within 30 days of receiving notice of the proposed modification, every other Utility will file, pursuant to the notice procedures of Section G.6 below, its written response to the notice setting forth either (i) its consent to the proposed modification or (ii) its objection to the proposed modification and the basis for such objection. Any Utility may receive a 30-day

extension to respond by so notifying the other Utilities in writing prior to the expiration of the response time period. Failure to respond by filing a written consent or objection within the prescribed time period as set forth herein shall be deemed to be consent to the proposed modification.

(c) The Utility proposing the modification may proceed to request the Board or DEQ to modify the Regional Order as proposed only if all the Utilities have consented (or be deemed to have consented pursuant to Section E.1. (b) above) to the proposed modification.

(d) Within 60 days after receiving from HRPDC one or more notices of objection to the proposed modification, the Utilities will meet as needed to resolve the objection through informal negotiations. At the request of a majority of the Utilities, the HRPDC shall employ a mediator to assist in resolving the dispute. The cost of any such mediator shall be shared equally by those engaged in the mediation process.

(e) If the dispute can not be resolved and the consent of all the Utilities can not be secured within 120 days of all other Utilities receiving notice of the objection, the Utility proposing the modification will withdraw the proposal and provide written notice of such withdrawal pursuant to Section G.6 below; provided, however, that the 120-day resolution period may be extended upon consent of all of the Utilities.

2. Proposed Modifications to Appendices to Regional Order. Any Utility that is a party to the Regional Order may request the Board or DEQ to modify its individual obligations in an Appendix to the Regional Order. The Utility making such a request shall provide every other Utility with a copy of its request at the time such request is filed with the Board or DEQ, as well as a copy of the Board's or DEQ's response to said request.

3. Modifications to Regional Technical Standards. The Regional Technical Standards may be modified only with the consent of all the Utilities.

F. REMEDIES AND RESERVATIONS OF RIGHTS

1. If any Utility shall fail to perform or observe any of the material terms, conditions or provisions of this Agreement applicable to it, and said failure is not rectified or cured within 30 days after receipt of written notice thereof from another Utility, then the defaulting Utility shall be deemed in breach of this Agreement; provided, however, that no Utility shall have a right to issue a notice of default pursuant to this Section F.1, until the dispute resolution procedures set forth in Section F.2 below have been exhausted. The Parties agree that, in the event of a material breach of this Agreement, a non-defaulting Utility which is or would be harmed by the breach may be permitted to seek injunctive relief or specific performance of the defaulting Utility's obligations without the requirement

to post a bond. The Parties acknowledge that each Utility's performance of its material obligations is valuable and unique and that, for purposes of allowing the non-defaulting Utility to seek injunctive relief, the failure of a Utility to perform its material obligations hereunder may result in irreparable injury to the other Utilities. Nothing in this Agreement shall be deemed to modify, alter or otherwise affect such other rights and remedies as may be available to the Utilities under applicable law or equity. HRPDC shall have no rights to seek enforcement of this Agreement.

2. If any dispute arises with respect to the alleged failure of any Utility to perform or observe any of the material terms, conditions or provisions of this Agreement applicable to it, a Utility may initiate the dispute resolution procedures of this Section F.2 by providing to the other Utilities written notice of the existence and nature of the dispute. Within 30 days of such notice, the parties to the dispute shall meet and attempt in good faith to resolve the dispute. Upon the request of any party to the dispute, the parties to the dispute shall participate in mediation. In the event of mediation, the mediator shall be selected by HRPDC and the cost of the mediator shall be shared equally by those parties engaged in the mediation. If the dispute can not be resolved within 60 days after receipt of written notice of the dispute, then any party to the dispute may elect to end dispute resolution by providing written notice of such election to the other parties to the dispute, in which case the dispute resolution procedures shall be deemed to have been exhausted. The dispute resolution procedures may also be deemed exhausted by written agreement of all the parties to the dispute.

3. Nothing herein shall be construed as or otherwise constitute a waiver or release by any Party of any right, power, immunity or standing of that Party that may exist pursuant to applicable law or regulation, including, without limitation, such right or standing to appeal or seek review of any case decision or other reviewable determination of the Board, DEQ, EPA, or any other agency or governmental body related to the matters addressed in this Agreement, the Regional Order, the Current Norfolk/HRSD Order, or the Hampton/HRSD Order.

G. MISCELLANEOUS

1. Amendments to Agreement. Amendments to this Agreement must be in writing and signed by all the Parties. No amendment may be inconsistent with the provisions of the Regional Order.

2. Entire Agreement. Subject to the requirements of the Regional Order, the Current Norfolk/HRSD Orders, and the Hampton/HRSD Order, this Agreement contains the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

3. Severability. If any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

4. Authority. The Parties represent that they have the authority to enter into this Agreement and that the individuals signing this Agreement on their behalf have the requisite power and authority to bind the Parties to its terms and conditions. This Agreement shall apply to, and be binding upon the Parties, their elected officials, officers, agents, employees, successors and assigns.

5. Reservation. Except as expressly provided herein, nothing in this Agreement shall be construed to limit or otherwise affect the authority, rights, or responsibilities of the Parties.

6. Notices and Written Communications. All notices and written communication pursuant to this Agreement shall be submitted to the following HRPDC contact by electronic mail, recognized overnight courier or other hand delivery, or postage-prepaid U.S. Mail:

Deputy Executive Director, Physical Planning
Hampton Roads Planning District Commission
723 Woodlake Drive
Chesapeake, Virginia 23320
(757) 420-8300
jcarlock@hrpdc.org

HRPDC will promptly forward any such notice or written communication to all of the Committee members on behalf of the Utilities in the same manner as the notice or written communication was received by HRPDC. Notices shall be deemed received by the Utilities on the day of actual receipt from the HRPDC unless such day is not a Business Day, in which case such notice shall be deemed to have been received on the next Business Day. A Business Day for purposes of this Section G.6 shall mean any calendar day, ending at 4:30 P.M., that is not a Saturday, Sunday or official State or national holiday.

7. Term. This Agreement shall be effective on _____ and shall continue in effect until terminated by agreement of the Parties. In no event, however, shall this Agreement be terminated while the Regional Order remains in effect.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the conflict of laws and rules thereof.

9. Force Majeure. No Party shall be responsible for its failure to fulfill an obligation pursuant to this Agreement to the extent that such failure is due to

acts of God; strikes; war or terrorism; the actions of a third party; the actions of another Party; lockouts; or other events not reasonably within the control of the Party claiming *force majeure*. A Party experiencing a *force majeure* event, which prevents fulfillment of a material obligation hereunder, shall (i) give the other Parties prompt written notice describing the particulars of the event; (ii) suspend performance only to the extent and for the duration that is reasonably required by the *force majeure* event; (iii) use reasonable efforts to overcome or mitigate the effects of such occurrence; and (iv) promptly resume performance of the affected obligation if and when such Party is able to do so.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures given on behalf of all of the parties reflected hereon as the signatories.

11. Not for Benefit of Third Parties. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties and not for the benefit of any third party.

12. Binding Effect. This Agreement shall inure to the benefit of the Parties and shall, to the extent permitted by law, be binding on the Parties and their successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials as of the dates next to their respective signatures as shown below.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the Chief Administrative Officer of the local government, the General Manager of the Hampton Roads Sanitation District and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

HAMPTON ROADS SANITATION DISTRICT

By: WMSM

Date: 6/14/07

Date: 6-14-07

Attest: Jennifer Heibman

IN WITNESS THEREOF, the Chief Administrative Officer of the local government, the General Manager of the Hampton Roads Sanitation District and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF CHESAPEAKE

By: 

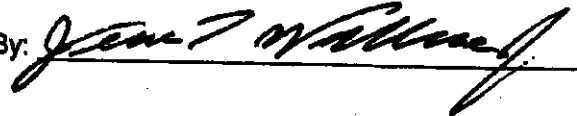
Date: 6/20/07

Date: 6/20/07

Attest: 
City Clerk

IN WITNESS THEREOF, the Chief Administrative Officer of the local government, the General Manager of the Hampton Roads Sanitation District and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF HAMPTON

By: 

Date: 6/26/07

Date: 6/26/07


Attest: 
Clerk of Council

Approved as to Legal Sufficiency:


Chief Deputy City Attorney

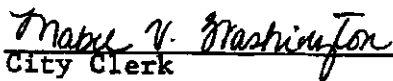
IN WITNESS THEREOF, the Chief Administrative Officer of the local government, the General Manager of the Hampton Roads Sanitation District and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF NEWPORT NEWS

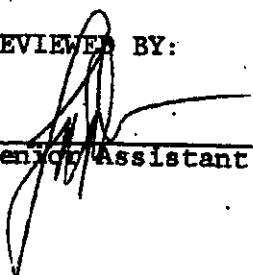
By: 
City Manager

Date: June 25, 2007

Date: June 26, 2007

Attest: 
City Clerk

REVIEWED BY:


Senior Assistant City Attorney

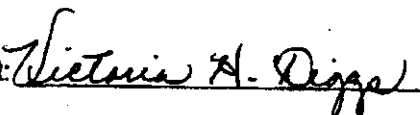
IN WITNESS THEREOF, the Chief Administrative Officer of the local government, the General Manager of the Hampton Roads Sanitation District and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF POQUOSON

By: 

Date: June 15, 2007

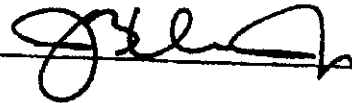
Date: June 15, 2007

Attest: 

IN WITNESS THEREOF, the Chief Administrative Officer of the local government, the General Manager of the Hampton Roads Sanitation District and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF PORTSMOUTH

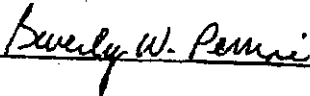
By: _____



Date: 6-18-07

Date: 6-18-07

Attest: _____



IN WITNESS THEREOF, the Chief Administrative Officer of the local government, the General Manager of the Hampton Roads Sanitation District and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF SUFFOLK

By: James M. Vacalis
James G. Vacalis, City Manager

Date: 6/27/07

Date: June 27, 2007

Attest: Erika S. Dawley
Erika S. Dawley, City Clerk

IN WITNESS THEREOF, the Chief Administrative Officer of the local government, the General Manager of the Hampton Roads Sanitation District and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF VIRGINIA BEACH

By: James K. Spore

Date: June 28, 2007

Date: 28 June 2007

Attest: Ruth Hodges Fraser, MMC

Approved as to Content:

Jim Leahy III
Department of Public Utilities

Approved at Legal Sufficiency:

William M. Macchi
City Attorney's Office

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to wit:

The foregoing instrument was acknowledged before me this 28th day of June, 2007, by James K Spore, City Manager, and Ruth Hodges Fraser, MMC, City Clerk, on behalf of the City of Virginia Beach.

[Signature]
Notary Public

My Commission Expires: August 31, 2008

IN WITNESS THEREOF, the Chief Administrative Officer of the local government, the General Manager of the Hampton Roads Sanitation District and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

CITY OF WILLIAMSBURG

By: 
Jackson C. Tuttle

Date: June 15, 2007

Date: June 15, 2007

Attest: 

IN WITNESS THEREOF, the Chief Administrative Officer of the local government, the General Manager of the Hampton Roads Sanitation District and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

TOWN OF SMITHFIELD

By: 

Date: 6/5/2007

6/5/2007
Date: Sharon L. Thomas

Attest: _____

IN WITNESS THEREOF, the Chief Administrative Officer of the local government, the General Manager of the Hampton Roads Sanitation District and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

GLOUCESTER COUNTY

By: Win H

Date: 6/14/07

Date: June 14, 2007

Attest: Dale J. Surrall

IN WITNESS THEREOF, the Chief Administrative Officer of the local government, the Executive Director of the Hampton Roads Planning District Commission and the General Manager of the Hampton Roads Sanitation District hereby execute this Agreement.

ISLE OF WIGHT COUNTY

By: W. Douglas Caskey
W. Douglas Caskey, County Administrator

Date: June 14, 2007

Attest:

Carey Mills Storm
Carey Mills Storm, Clerk

Approved as to form:

A. Paul Burton
A. Paul Burton, Interim County Attorney

IN WITNESS THEREOF, the Chief Administrative Officer of the local government, the General Manager of the Hampton Roads Sanitation District and the Executive Director of the Hampton Roads Planning District Commission hereby execute this Agreement.

YORK COUNTY

By: 

Date: 6-18-09

NCN #176618

Date: 6-18-09

Attest: 